#### U.S. Department of Justice Washington, DC 20530

#### Exhibit A

To Registration Statement

Pursuant to the Foreign Agents Registration Act of 1938, as amended

OMB NO. 1105-0003

Privacy Act Statement. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the Administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Criminal Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

	exhibit for EACH foreign principal listed in an initial s EACH additional foreign principal acquired subseque	
Name and address of registrant     Ainsley Gill & Associates LLC		2. Registration No.
3. Name of foreign principal The Government of the Republic of Trinidad & T		n principal
5. Indicate whether your foreign principal is one	of the following:	
▼ Foreign government		
☐ Foreign political party ☐ Foreign or domestic organization: If	either, check one of the following:	<b>20</b> E
☐ Partnership	☐ Committee	ਰ ਭ
☐ Corporation	☐ Voluntary group	<b>T</b> 234
☐ Association	Other (specify):	<b>3</b>
Individual-State nationality		# 5
6. If the foreign principal is a foreign government	t, state:	8
<ul> <li>a) Branch or agency represented by the r</li> <li>Office of the Prime Minister</li> </ul>	egistrant.	
b) Name and title of official with whom Senator The Honourable Conrad Enil	registrant deals. l, Minister in the Minisrty of Finance and Mr. Her	rbert Atwell, Director of Public Affairs
7. If the foreign principal is a foreign political part	rty, state:	
a) Principal address.		
b) Name and title of official with whom	registrant deals.	
c) Principal aim.		

a) State the nature of the business or activity of this foreign principal N A		
b) Is this foreign principal		
Supervised by a foreign government, foreign political party, or other foreign principal	Yes 🗌	No 🗆
Owned by a foreign government, foreign political party, or other foreign principal	Yes	No 🗆
Directed by a foreign government, foreign political party, or other foreign principal	Yes 🗌	No 🗆
Controlled by a foreign government, foreign political party, or other foreign principal	Yes 🗌	No 🗆
Financed by a foreign government, foreign political party, or other foreign principal	Yes 🗌	No 🗆
Subsidized in part by a foreign government, foreign political party, or other foreign principal	Yes 🗌	No 🗆
Explain fully all items answered "Yes" in Item 8(b). (If additional space is needed, a full insert page must A	st be used.)	
If the foreign principal is an organization and is not owned or controlled by a foreign government foreign	on political party	y or other for
If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign principal, state who owns and controls it.	gn political party	or other for
If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign principal, state who owns and controls it.	gn political party	or other for
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e of Exhibit A Name and Title Signature	gn political party	or other for

# U.S. Department of Justice Washington, DC 20530

# Exhibit B To Registration Statement Pursuant to the Foreign Agents Registration Act of 1938, as amended

OMB NO. 1105-0007

INSTRUCTIONS: A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. One original and two legible photocopies of this form shall be filed for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

Privacy Act Statement. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the Administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Criminal Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant	2. Registration No.	
Ainsley Gill & Associates LLC		5600
3. Name of Foreign Principal		
The Government of the Republic of Trinidad & Tobago		
Check Appr	ropriate Boxes:	
4. The agreement between the registrant and the above-named for a copy of the contract to this exhibit.	eign principal is a formal written contract. If the	is box is checked, attach
5. There is no formal written contract between the registrant and to principal has resulted from an exchange of correspondence. If this bost copy of any initial proposal which has been adopted by reference in such	x is checked, attach a copy of all pertinent corres	ove-named foreign spondence, including a
6. The agreement or understanding between the registrant and the exchange of correspondence between the parties. If this box is checked oral agreement or understanding, its duration, the fees and expenses, if	ed, give a complete description below of the term	I written contract nor an as and conditions of the
		2m
		2701 FFB
		<b>3</b> 123
7. Describe fully the nature and method of performance of the above is	ndicated agreement or understanding	$\omega \leq$
Personal meetings, conversations and correspondence with U.S. gover	<del>-</del>	3
	•	<b>#</b> =
		95 11

8. Describe fully the activities the registrant engages in or proposes to engage in	on behalf of the above foreign principal.
See attached Agreement	
9. Will the activities on behalf of the above foreign principal include political actifootnote below? Yes No 🗌	vities as defined in Section 1(o) of the Act and in the
If yes, describe all such political activities indicating, among other things, the rether means to be employed to achieve this purpose.	elations, interests or policies to be influenced together with
See attached Agreement	
•	
D. CD (Tip)	
Date of Exhibit B Name and Title Ainsley Gill, Principal	Signature
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Footnote: Political activity as defined in Section 1(0) of the Act means any activity which the person engaging in believes will, or the the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

1627 K Street, Suite 901 • Washington D.C. 20006 • Tel: 202-296-1936 • Fax: 202-296-7968-EB 13 PH 4: 56

February 8, 2004

Senator The Honourable Conrad Enill Minister in the Ministry of Finance The Government of the Republic of Trinidad & Tobago Level 8 Eric Williams Finance Plaza Independence Square Port-of-Spain, Trinidad

Re: Representation

Dear Honourable Senator:

Regarding the Government of Trinidad and Tobago request for Ainsley Gill & Associates (AGA) to represent the Government of the Republic of Trinidad & Tobago (GORTT) and provide ongoing consultation, consulting, communications, networking, advocacy, and lobbying services on behalf of the Government of Trinidad and Tobago agenda within the United States without any lost of momentum to improve the Government of Trinidad & Tobago - United States relations, the following will provide the terms of reference for this arrangement.

Our mission and this assignment is to ensure that the United States remain committed to a special long-term relationship with the Government of Trinidad & Tobago which includes soliciting the resources necessary to advance this relationship to ensure the Government of Trinidad & Tobago's sustainable economic development and long-term defence and security.

### Our goals include:

- Leveraging Trinidad & Tobago's efforts to increase the United States support
- Stimulating new United States initiatives for the Government of Trinidad & Tobago through the development of creative ideas and new approaches among U.S. agencies
- Assisting in the formation of programs and workable policies with funding for Trinidad & Tobago
- Enhancing the Government of Trinidad & Tobago support and visibility including a relations with the Congressional Black Caucus

Ainsley Gill & Associates in making this offer to GORTT has underway several initiatives which we will expand under this agreement with GORTT. These efforts include:

- 1. Continuing our networking and advocacy with the U.S. Department of Energy (on behalf of GORTT) to finalize preparations for DOE's "Working Group" to visit Trinidad & Tobago in January 2004.
- 2. Continuing our efforts within DOE (on behalf of GORTT) to finalize a "Framework Agreement" with the United States---a strategic road map inclusive of Trinidad & Tobago's development agenda and priorities.
- 3. Work with GORTT, DOE and local partners on the development and implementation of the Western Hemispheric Energy Ministerial GORTT is hosting in Tobago in April 2004.
- 4. Continuing our efforts to ensure all obstacles against improved GORTT and U.S. relations are fully addressed
- 5. Working with the Office of the Prime Minister in its communications strategies

#### 1. Consulting Services

GORTT hereby agrees to retain Ainsley Gill & Associates, LLC as consultants to act as strategic communications counsel to assist GORTT to implement a comprehensive development strategy around energy security, trade, jobs, terrorism etc. and to improve relations with the United States - Bush Administration, the U.S. Congress and the American people.

For this agreement we envision Ainsley Gill & Associates, LLC will work on behalf of GORTT and the Honourable Patrick Manning, Prime Minister of Trinidad & Tobago reporting directly to his designee.

#### 2. Period of Service

The period of service to begin on or before January 1 2004 and continue through December 31, 2004.

#### 3. Compensation for this Arrangement

For the services provided in the attached Description of Services section, Ainsley Gill & Associates, LLC will be compensated quarterly in advance and in accordance with the following schedule:

Second Instalment	Jan 1 (January – March) April 1 (April – June)	375,000 375,000
Third Instalment	July 1 (July – September)	375,000
Fourth Instalment	October 1 (Oct – Dec)	375,000
TOTAL		\$1,500,000

#### 4. Expenses

Pre-approved expenses incurred in connection with the agreement will be reimbursed, at cost, upon submission of an invoice. Such pre-approved expenses may include travel and lodging in Trinidad and in the United States, telephone, facsimile transmission, postage and courier.

#### 5. Status of Consultant

In rendering services pursuant to this Agreement, Consultant shall be an independent contractor and not an employee of GORTT. As an independent contractor, Consultant shall have no authority, express or implied, to commit or obligate GORTT in any manner whatsoever, except as specifically authorized from time to time in writing by an authorized representative of GORTT, which authorization may be general or specific. Nothing contained in this Agreement shall be construed or applied to create a partnership or joint venture. Consultant shall be responsible for the payment of all federal, state or local taxes payable with respect to all amounts paid to Consultant under this Agreement. If GORTT is determined to be liable for collection and/or remittance of any of those taxes, then Consultant shall immediately reimburse GORTT for all payments so made by GORTT.

#### 6. Taxation

GORTT will not withhold any taxes on behalf of Ainsley Gill & Associates, LLC. Ainsley Gill & Associates, LLC. accepts responsibility for payment of all USA federal, state, local and other taxes which may be payable on these earnings as an independent contractor.

#### 7. Notices

All written notices, which are required of Ainsley Gill & Associates, LLC. or GORTT shall be deemed to have been given when delivered, transmitted by facsimile or mailed to the other party at their place of business, or at any new address of which written notice is duly given. Places of business:

Ainsley Gill
President
Ainsley Gill & Associates, LLC
1627 K Street, NW
Suite 901
Washington, DC 20006

Senator The Honourable Conrad Enill Minister in the Ministry of Finance Government of Trinidad & Tobago Level 8 Eric Williams Finance Plaza

Independence Square Port-of-Spain, Trinidad

#### 8. Entire Agreement

This letter, including the attached Description of Services, shall constitute the entire agreement between Ainsley Gill & Associates, LLC and GORTT. The terms and conditions set forth herein shall not be amended or modified except in writing executed by Ainsley Gill & Associates, LLC and GORTT.

# 9. Arbitration/Governing Law

All disputes, controversies or claims arising out of or relating to this agreement, or the breach thereof, shall be settled by arbitration. The arbitration shall be held in *Trinidad & Tobago* and shall be conducted in accordance with the rules of conciliation and arbitration of the International Chamber of Commerce.

This agreement shall be governed in all aspects whether as to validity, construction, capacity, performance, or otherwise, by the laws of the *Trinidad & Tobago* without regard to conflict of principals.

#### 10. Breach Clause/Cancellation Clause

This agreement may be cancelled at any time with sixty (60) days written notice by either party. This agreement will be cancelled should the non-curing party not cure the breach within fifteen (15) days from receipt of written notice thereof.

#### 11. Force Majeure

Ainsley Gill & Associates, LLC shall be excused from performing any obligations under this Agreement that are prevented or delayed by any occurrence not within Ainsley Gill & Associates, LLC's control, including but not limited to: events of war, insurrection or act of 'God' beyond the control of the parties or man, or orders of any governmental authority (federal, state or local).

We appreciate the opportunity to work with your government in implementing this agreement and look forward to our much continued progress.

Ainsley Gill<sup>\(\)</sup>
President

Approved this		_ day	of
_	2004		

By: \_\_\_\_\_

Senator The Honourable Conrad Enill Minister in the Ministry of Finance

The Government of the Republic of Trinidad & Tobago

#### **Description of Services**

#### A. Assessment and Implementation Strategy

The immediate scheduling of meetings in Trinidad & Tobago to review, refine and prioritize GORTT's strategic US agenda as a follow-up to recent Bush Administration meetings in Washington. This meeting is to be scheduled through Prime Minister Manning's designee to take place as soon as possible, discussion items to include but not limited to:

- 1. Energy Security
- 2. The War on Terrorism
- 3. Caribbean/CARICOM Security
- 4. The War on drugs
- 5. Trade issues and jobs
- 6. HIV Aids Pandemic
- 7. Trinidad & Tobago Industrial agenda
- 8. Haiti

We also expect to discuss GORTT position on: Cuba, Venezuela, the International Criminal Court, and the Free Trade Area of the Americas etc.

# B. GORTT follow-up

Review GORTT's recent U.S. visit and meetings for follow-up and action (after reviewing and assessing all of the Washington meetings) i.e. necessary follow-up and critical next steps inclusive of Trinidad & Tobago's priorities and development strategies.

#### C. Communications

Working with GORTT's communications team Ainsley Gill & Associates will develop a strategic communication strategy inclusive of the Office of the Prime Minister and comprehensive marketing and media campaign to enhance ongoing public relations, media relations and public affairs. We want to immediately conduct a strategy planning session with GORTT's communications team during our visit in January. These meetings will include reviewing Trinidad & Tobago's communications goals and objectives, analyzing demographic and psychographic data, examining current activities and current message development.

We will then develop a comprehensive plan for media coverage, events and public relations with key messages and specific goals for each quarter. Our implementation will include detailed timetables and an implementation schedule. Public relation efforts may include the following:

- News release and press kit
- Press conference/functions
- Talking points/white papers
- Media monitoring/crisis management
- Media tours
- Interviews and articles

#### D. Lobbying

As a continuation of our earlier efforts we have already identified congressional allies and potential champions with our current marketing, lobbying and promotional efforts.

The GORTT has met my team and all are on board to continue our advocacy efforts on behalf of GORTT. New strategies are a must to successfully compete in today's emerging global economy---the issues are different and yet the same---however, today you cannot win without changing.